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Superseded by AF decision to R - per Blair Hall

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MEMORANDUM FOR: Major Glov

RE: Impact of Court Plan o

1. Reference: The Recomme f Committee (ERC) to the Superior Court

2. I have thoroughly revie as changed and modified, and find that n recommended by ERC would not breach the

3. The only area the Plan nsportation of the remains. Under the o order the transportation of remains an lected common carrier (Item 11 of t carrier is not defined therein. However, in the AF Specification which is part of the contract (6.2a), "remains moving by common carrier shall be delivered to the airport or railhead not later than two (2) hours before the scheduled departure of the aircraft or train". No mention is made of common carrier truck transportation, which is the mode of transportation recommended in the Plan (specifically a truck firm in Wilmington, DE, called Larmore Moving Systems Co.). It seems the meaning of "common carrier" in the Ford contract applies only to train or aircraft transportation, or so we could argue.

4. Additionally, Item 12 of Ford's Schedule provides for the transportation of remains between DAFB and any point within 300 miles as called for by the contracting officer. This requirement, however, is subject to Note 1 of the Schedule. Therein, "the Government reserves the right to determine the mode of transportation of remains and escort therefore, the Government is not obligated to use Item 12 ...." (emphasis added). Furthermore, General Provision 43 (Requirements) of Mr. Ford's contract states, in part, "the Government, however, reserves the right not to order supplies and services under this contract in instances where the body is removed from the area for medical, scientific, or other cogent reason. In the event of an epidemic or other emergency, the contractor shall not be required to provide services in excess of the capacity of his facilities".

5. In my opinion we can exclude Mr. Ford from participating in the disposition of the Guyana remains, without breaching his contract, by reference to any of the three reasons discussed in paragraphs 3 and 4 above.

L. K. Scott